B 10S1 (Supplement 1) (12/11)

UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF VIRGINIA (NORFOLK)

In re Dannie Howard Nealey /Linda Sue Nealey, Debtor

Case No. 13-71274

Chapter 13

Notice of Mortgage Payment Change

If you file a claim secured by a security interest in the debtor's principal residence provided for under the debtor's plan pursuant to § 1322(b)(5), you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: Citibank N.A

Court claim no. (if known): 2

Last four digits of any number you use to identify the debtor's account: 4 3 4 3

Date of payment change: 11/03/2013
Must be at least 21 days after date of this notice (mm/dd/yyyy)

New total payment: $ 188.91
Principal, interest, and escrow, if any

Part 1: Escrow Account Payment Adjustment

Will there be a change in the debtor's escrow account payment?

☑ No
☐ Yes Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: ____________

Current escrow payment: $ ____________ **New escrow payment:** $ ____________

Part 2: Mortgage Payment Adjustment

Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate note?

☑ No
☐ Yes Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: ____________

Current interest rate: ____________% **New interest rate:** ____________%

Current principal and interest payment: $ ____________ **New principal and interest payment:** $ ____________

Part 3: Other Payment Change

Will there be a change in the debtor's mortgage payment for a reason not listed above?

☐ No
☑ Yes Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (*Court approval may be required before the payment change can take effect.*)

Reason for change: Pursuant to the attached agreement, the interest rate for this loan adjusts based on the balance of the account.

Current mortgage payment: $ 195.21 **New mortgage payment:** $ 188.91

Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number if different from the notice address listed on the proof of claim to which this Supplement applies.

Check the appropriate box.

☐ I am the creditor. ☑ I am the creditor's authorized agent.
(Attach copy of power of attorney, if any.)

I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.

✘ /s/ Anthony C Kesterson
Signature

Date 10/07/2013
mm/dd/yyyy

Print: Anthony C Kesterson
First Name Middle Name Last Name

Title Bankruptcy Specialist

Company Citibank N.A

Address PO Box 6030
Number Street

Sioux Falls, SD 57117-6030
City State ZIP Code

Contact phone (866) 613-5636

Email CITIPCN@citi.com

WHEN RECORDED RETURN TO:
Citicorp Mortgage, Inc.
Mail Station 302
P.O. Box 790002
St. Louis, MO 63179

POWER OF ATTORNEY

CITIBANK, N.A., f/k/a First National City Bank, a national banking association duly constituted and in existence in accordance with the laws of the United States of America with offices located in New York, New York, hereby constitutes and appoints **CITICORP MORTGAGE, INC ("CMI")**, a Delaware corporation with offices located in St. Louis, Missouri, its true and lawful Attorney-In-Fact by and through any officers appointed by the Board of Directors of CMI to execute and acknowledge in writing or by facsimile stamp or otherwise all documents customarily and reasonably necessary and appropriate for the tasks described below. This Power of Attorney is being issued as **a supplement** to any existing powers of attorney in connection with the transfer by the undersigned to **CMI** of certain rights and responsibilities to service certain loans (the "Loans"). These Loans are comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt, Co-ops and other forms of Security Instruments (collectively the "Security Instruments") and the Notes secured thereby, whether held in the undersigned's portfolio or sold to private, public or agency investors (the "Investors"). If owned by Investors, the Loans may be in the undersigned's name solely for the purpose of allowing the undersigned to perform its servicing obligations on behalf of such Investors.

(i) **the right to collect, forbear, accelerate, initiate suit on and/or foreclose all Loans.**

(ii) **The right to manage, sell, transfer, convey or otherwise dispose of the real and/or personal property described in the Security instruments pursuant to foreclosure or other similar proceedings, or upon acquisition of such property.**

The undersigned gives to said Attorney-in-Fact full power and authority to do and perform all and every act and thing and whatsoever is necessary and proper to be done by authority hereof as fully, for all intents and purposes, as it, the undersigned, might or could do and hereby ratifying and confirming all that said Attorney-In-Fact shall lawfully do or cause to be done by authority hereof. Third parties without actual notice may rely upon the exercise of such power, all conditions precedent to such exercise of power have been satisfied and this Power of Attorney has not been revoked unless an Instrument of Revocation has been recorded.

IN WITNESS WHEREOF, CITIBANK, N.A. has caused these presents to be signed by its Vice President and be impressed with its corporate seal, on this 8th day of February, 1995, at the corporation's office in New York, New York, United States of America.

Attest:

Gregory J. Koczanski
Assistant Secretary
399 Park Avenue; New York, NY 10043

CITIBANK, N.A.

George Seegers
Vice President
399 Park Avenue; New York, NY 10043

SEAL

State of New York)
) ss:
County of New York)

On this 8th day of February, 1995 before me personally came George Seegers to me known, who, being by me duly sworn, did depose and say that he is a Vice President of Citibank, N.A. , the association described in and which executed the above instrument and Gregory J. Koczanski to me known, who, being by me duly sworn, did depose and say that he is an Assistant Secretary of Citibank, N.A., the association described in and which executed the above instrument; and that they signed their names thereto by authority of the Board of Directors of said association.

KENNETH S. COHEN
Notary Public, State of New York
No. 31-4924806
Qualified in New York County
Commission Expires Feb. 28, 1996

Notary Public

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "CITICORP MORTGAGE, INC.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "CITIMORTGAGE, INC.", THE THIRD DAY OF APRIL, A.D. 2000, AT 10 O'CLOCK A.M.

RECEIVED & ENTERED
N. BRISTOL COUNTY
DISTRICT DEEDS
AUG 16 3 47 PM '01

RECEIVED FOR RECORD AND ENTERED
WITH BRISTOL COUNTY NORTHERN
DISTRICT REGISTRY OF DEEDS LAND
COURT RECORDS TAUNTON, MA

DATE 08-16-2001 TIME 3:47PM
LAND COURT DOC. #. 67387
NOTED ON CERT. #. —
BOOK — PAGE —

REGISTER OF DEEDS

Bristol North
Land +
Registry

Edward J. Freel, Secretary of State

0879442 8320

001190257

AUTHENTICATION: 0379871

DATE: 04-13-00

U.S. Bankruptcy Court
EASTERN DISTRICT OF VIRGINIA (NORFOLK)

Debtor: Dannie Howard Nealey
Linda Sue Nealey

Case No. 13-71274

CERTIFICATE OF SERVICE

I hereby certify that on October 07, 2013, I served a copy of this Notice and all attachments on the following by U.S. Mail, postage prepaid:

Debtor: Dannie Howard Nealey
Linda Sue Nealey

5513 PORT HUDSON CT
VIRGINIA BEACH, VA 23464-0000

I hereby certify that on October 07, 2013, I served a copy of this Notice and all attachments on the following by Electronic Notification:

Trustee: R. Clinton Stackhouse, Jr.
Chapter 12/13 Trustee
7021 Harbour View Boulevard, Suite 101
Suffolk, VA 23435-

Debtors Counsel: Steve C. Taylor
Law Offices of Steve C. Taylor, P.C.
133 Mt. Pleasant Road
Chesapeake, VA 23322-

/s/Anthony C Kesterson
Bankruptcy Specialist

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HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE

Borrower(s): **DANNIE H NEALEY and LINDA S NEALEY**

Property Address: **5513 PORT HUDSON CT, VIRGINIA BEACH, VA 23464 (the "Property")**

Credit Limit:	**$50,000.00**
Index:	**7.500%**
Initial Margin (if applicable):	**Not Applicable**
Initial Daily Periodic Rate (if applicable):	**Not Applicable**
Initial ANNUAL PERCENTAGE RATE (if applicable): (The Initial Annual Percentage Rate will vary as the Index varies)	**Not Applicable**
Date the Initial Margin Ends and Regular Margin Begins (if applicable):	**Not Applicable**
Regular Margin:	**1.375%**
Regular Daily Periodic Rate:	**0.024315%**
Regular ANNUAL PERCENTAGE RATE: (The Regular Annual Percentage Rate will vary as the Index varies)	**8.875%** (Index +/- the Regular Margin)

Mortgage Broker Fee (Finance Charge) Paid by Borrower:	**$1,495.75**	**Mortgage Broker Fee Paid by Lender:**	**$750.00**

Borrower Charges Paid Outside of Closing (Finance Charge)

Broker - Processing Fee:	**$0.00**	**Broker - Origination Fee:**	**$0.00**
Broker - Courier / Freight / Postage:	**$0.00**	**Broker - Appraisal Fee:**	**$0.00**
Broker - Application Fee:	**$0.00**	**Broker - Credit Report Fee:**	**$0.00**
Broker - Administration Fee:	**$0.00**	**Broker - Other:**	**$0.00**

Closing Costs, Paid by Citibank*

Appraisal Fee:	**$230.00**	**Recording Fees:**	**$32.50**
Credit Report Fee:	**$2.00**	**City/County Tax/Stamps:**	**$125.00**
Flood Certification Fee (Finance Charge):	**$4.25**	**State Tax/Stamps:**	**$41.67**
Settlement or Closing Fee (Finance Charge):	**$350.00**	**Intangible Tax:**	**$0.00**
Abstract or Title Search Fee:	**$50.00**	**Document Stamp Tax:**	**$0.00**
Title Examination Fee:	**$0.00**	**Mortgage Registration Tax:**	**$0.00**
Title Insurance Binder:	**$0.00**	**Tax Certificate Fee:**	**$0.00**
Document Preparation:	**$0.00**	**Mortgage Taxes: Borrower Portion**	**$0.00**
Overnight/Postage Fee (Finance Charge):	**$0.00**	**Lender's Portion**	**$0.00**

Total Closing Costs: **$835.42**

***These charges are paid outside of the closing by Lender. However, if your loan is terminated within the first 36 months, with the exception of the Lender's Portion of the Mortgage Taxes and the Document Preparation Fee, you will be required to repay us all of these closing costs incurred on your behalf.**

The undersigned Borrower(s), jointly and severally if more than one, agree to all of the terms and conditions of this Home Equity Line of Credit Agreement and Disclosure, which consists of 9 pages, and acknowledge receipt of a completed copy, along with the notice about Your Billing Rights. The date of this Agreement is the latest date next to a Borrower's signature.

[signature] 03/08/2006
DANNIE H NEALEY

[signature] 03/08/2006
LINDA S NEALEY

Pay to the order of
without recourse on us Citibank, N.A.
successor in interest by merger to
Citibank, F.S.B.
[signature]
Frank Myers, Vice President
Citibank, N.A.

Revised 11/08/2005

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HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE

1. **DEFINITIONS:** As used herein:

a) "Account" means the Home Equity Line of Credit Account opened under the Agreement.

b) "Agreement" means this Home Equity Line of Credit Agreement and Disclosure together with any modifications, amendments, replacements or substitutions thereto.

c) "Business Day" means any day other than a Saturday, Sunday or a federal holiday.

d) "Citibank" means Citibank, F.S B. also known as Citibank, Federal Savings Bank.

e) "Credit Limit" means the maximum aggregate amount of the Loan Advances that may be outstanding at any given time pursuant to the Agreement.

f) "Draw Period" means the ten years from the date of the Agreement during which Loan Advances may be made.

g) "Index" means the highest Prime Rate as published in the Money Rates section of *The Wall Street Journal* from time to time. *The Wall Street Journal* is available at many newsstands and public libraries, or you may obtain copies from The Wall Street Journal, 200 Burnett Road, Chicopee, Massachusetts 01020. A Prime Rate is not necessarily the lowest or best rate available.

h) "Initial Pricing" means that your Agreement has an Initial Margin, Initial Daily Periodic Rate, and an Initial Annual Percentage Rate.

i) "Loan Advances" means amounts drawn on your Account pursuant to the Agreement by Home Equity Line of Credit checks, or in any other way Citibank allows, and advances by Citibank pursuant to the Agreement or Mortgage to protect the Property or Citibank's security interest in the Property, including but not limited to advances to maintain required insurance on the Property or to pay taxes on the Property.

j) "Mortgage" means the mortgage, deed of trust, deed to secure debt or cooperative security agreement which covers the Property which secures the Agreement.

k) "Property" means the property described in the Mortgage which secures the Agreement.

l) "Repayment Period" means the twenty years immediately following the Draw Period during which Loan Advances may not be made.

m) "You," "Your" and "Yours," whether or not the first letter of the word is capitalized, means each person who signs below as Borrower, jointly and severally.

Certain other terms are defined elsewhere in this Agreement.

2. **PROMISE TO PAY:** You promise to pay to Citibank the total of all Closing Costs (if indicated above that Closing Costs are paid by Borrower), all Loan Advances, together with Finance Charges at the applicable daily periodic rate, and any other fees, charges or other Finance Charges, all as provided for in the Agreement.

3. **HOW FINANCE CHARGES ARE IMPOSED AND DETERMINED:**

a) Finance Charges on Loan Advances at the applicable Daily Periodic Rate begin to accrue on the date the Loan Advance is posted to your Account. There is no grace period for repayment of your balance during which Finance Charges will not accrue. If there are any other Finance Charges payable under the Agreement, they will be dollar amounts itemized herein as Finance Charges and will be due and payable on the date of the Agreement.

b) The appropriate margin is added to the Index to determine the Annual Percentage Rate, which will be divided by 365 (366 in leap years) to determine the Daily Periodic Rate which will be applied to the balance on which the Finance Charge will be computed during your monthly billing cycle.

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HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE

c) The Index used for a billing cycle will be the daily Index rate published each Business Day.

d) If your Account has Initial Pricing:
   (i) The Initial Margin shown above will be in effect from the date of the Agreement until the Date the Initial Margin Ends and Regular Margin Begins shown above
   (ii) The Initial Annual Percentage Rate and the Initial Daily Periodic Rate, shown above, will be in effect from the date of the Agreement and can change each Business Day.
   (iii) On the Date the Initial Margin Ends and Regular Margin Begins shown above, the Regular Margin shown above will go into effect. If the Index has not changed so as to affect the rate, the Regular Annual Percentage Rate and Regular Daily Periodic Rate shown above will then be in effect and can change each Business Day.

e) If your Account does not have Initial Pricing:
   (i) The Regular Margin shown above will be in effect from the date of the Agreement.
   (ii) The Regular Annual Percentage Rate and the Regular Daily Periodic Rate will be in effect from the date of the Agreement and can change each Business Day.

f) Any increase in the Annual Percentage Rate will result in an increase in the minimum monthly payment. The Annual Percentage Rate will not exceed 18%, no matter how much the Index increases.

g) You will be sent statements on a monthly cycle which will reflect your Account activity and any amounts you owe Citibank. The amount of the Finance Charge in your statements will be calculated by multiplying the daily periodic rate for the day by the daily balance for your Account at the end of each day in the monthly billing cycle. The resulting Finance Charges for each day are totaled at the end of the statement period and disclosed on the statement as "Finance Charges – Interest". To determine the daily balance Citibank takes the beginning balance of your Account each day, adds any new Loan Advances and other charges, and subtracts any payments and credits. Late Fees, credit life insurance, if any, and unpaid Finance Charges will not be counted as part of the daily balance for purposes of calculating the Finance Charge.

h) Payments are applied first to due and unpaid Finance Charges and other charges and then to the unpaid balance of Loan Advances.

4. FINANCE CHARGES NOT DUE TO DAILY PERIODIC RATE; CLOSING COSTS:

a) If you retained a mortgage broker, the amount of the mortgage broker fee, if any, is a Finance Charge. The amount of the mortgage broker fee is determined by your agreement with your mortgage broker and is not required by Citibank or paid by Citibank.

b) If you agreed to pay the Closing Costs for your Account, your Closing Costs include Finance Charges in the amounts shown on page one of this Agreement for the cost of flood and tax certifications, overnight courier fees, and the cost charged by Citibank's attorneys or closing agents to conduct the closing for your Account.

c) A transaction fee (Finance Charge) of $100.00 will be assessed each time you convert balances to a fixed rate, amortized repayment schedule pursuant to Section 13 of this Agreement.

5. OTHER CHARGES: These are charges other than Finance Charges. These charges are not counted as part of your daily unpaid balance of Loan Advances for purposes of computing Finance Charges:

a) There is a $50 Annual Fee associated with your Account. This fee will automatically be charged to your Account in the same manner as a Loan Advance beginning on the first anniversary of your Account opening and annually thereafter.

b) Late Fee. If Citibank does not receive the full amount of any monthly payment due within 15 calendar days of the due date, you will be charged a Late Fee of the greater of 6% of the overdue payment or $5. However, you will not be charged a Late Fee on an unpaid Late Fee.

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c) Overlimit Fee. If there is a Loan Advance which causes your Credit Limit to be exceeded, Citibank will charge you a $10 overlimit fee. This charge will not be imposed on more than four transactions a day.

d) Stop Payment Fee. If you request Citibank to stop payment on one of your Home Equity Line of Credit Checks, Citibank will charge you an $8 stop payment charge per request.

e) Returned Item Fee. If your payment is returned unpaid for any reason, Citibank will charge you a $25 returned item fee.

f) Early Closure Release Fee. If Citibank pays the closing costs to open your Account and, within 36 months of the date of this Agreement, you request that your Account be closed or take any other action which will result in a release of the Mortgage, you agree to pay an early closure release fee which will consist of all costs Citibank incurred to open your Account. These costs are disclosed as Closing Costs on the first page of this Agreement. The amount of this fee will be automatically charged to your Account in the same manner as a Loan Advance.

g) Document Research Fee. If, for any purpose other than a billing error inquiry or a tax audit inquiry, you request Citibank to provide copies of Account documents, Citibank may charge you $2 per copy and a $20 per hour document research fee.

h). Other Fees Disclosed in Agreement. Any charges imposed by Citibank, if any, in connection with your Account are disclosed above at the beginning of the Agreement.

i) Other Fees Disclosed in Mortgage. You agree to pay any other fees or charges provided for in the Mortgage or otherwise provided for in the Agreement.

j) Fee to Release Prior Lien. You may have to pay a fee to release a prior lien or security interest in the Property.

k) You agree to pay any reasonable costs incurred by Citibank in connection with the enforcement of its rights and remedies under the Agreement and the Mortgage, including, but not limited to, any reasonable attorneys' fees and other collection costs.

6. **SECURITY INTEREST IN PROPERTY:** As security for the Agreement, you are giving Citibank a security interest in the Property located at the address shown above, which security interest secures all of your obligations under this Agreement and the Mortgage. This Property is more fully described in the Mortgage you will sign along with this Agreement. Collateral which secures other obligations to Citibank may also secure the Agreement.

7. **PAYMENT TERMS:** You agree to pay your monthly payments by the due date shown on your monthly statement. During the Draw Period, you agree to pay a minimum monthly payment, which will be shown on your monthly statement, and which will equal the sum of any past due or over Credit Limit amounts plus accrued and unpaid Finance Charges and other unpaid fees or charges imposed pursuant to the Agreement. Your paying this minimum monthly payment will not reduce the principal balance of Loan Advances which you owe Citibank, except to the extent over Credit Limit amounts are paid. During the Repayment Period, you agree to pay a monthly payment, which will be shown on your monthly statement, and which will equal the Finance Charges that have accrued on the outstanding balance for the billing period, plus principal equal to the greater of $50 or 1/240th of your principal balance of Loan Advances as of the end of the Draw Period, plus the sum of the following amounts when applicable: past due amounts on your Account, amount owing in excess of your Credit Limit, Late Fees and other charges imposed pursuant to the Agreement. On the last payment due date of the Repayment Period, any remaining unpaid amounts owed Citibank will be due and payable. You may prepay your Account in whole or in part at any time without penalty, but if you request that your Account be closed or take any other action which will result in a release of the Mortgage, you may owe an early closure release fee as provided for in the OTHER CHARGES section. Loan Advances may not be drawn to make payments on the Account. Citibank may accept late payments or partial payments, even though marked "payment in full," without losing any of Citibank's rights under the Agreement.

8. **TRANSACTION REQUIREMENTS:** You may draw Loan Advances during the Draw Period up to your Credit Limit if your Account has not been closed or suspended or your Credit Limit reduced to where further Loan Advances would not be permitted.

9. **TERMINATION OF ACCOUNT BY CITIBANK:** Citibank may close your Account, and require payment of the outstanding balance in full in a single payment, if:

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a) You fail to meet the repayment terms of the Agreement for any outstanding balance.

b) There has been fraud or a material misrepresentation by you in connection with the Account.

c) You take any action or fail to take any action which adversely affects the Property or Citibank's security interest in the Property, including but not limited to: a transfer of title to the Property or sale of the Property without Citibank's written permission; a failure to maintain any required insurance on the Property; failure to pay taxes on the Property; you permit the filing of a lien senior to that held by Citibank; the sole Borrower obligated on the Account dies; the Property is taken through eminent domain; a prior lien-holder forecloses; you commit waste or otherwise destructively use or fail to maintain the Property in a way that adversely affects the Property; there is illegal use of the Property which could subject the Property to seizure; one of two Co-Borrowers dies and Citibank's security is thereby adversely affected; or you move out of the Property and Citibank's security is thereby adversely affected.

d) You are or become an "executive officer" of Citibank as defined in Federal Reserve Board Regulation O and Citibank determines to require payment in full to comply with federal regulation.

In addition to the foregoing, Citibank shall have the right to exercise any and all of it rights and remedies allowed by law or as set forth in this Agreement or in the Mortgage, including, but not limited to, the right to bring an action against you and the right to bring a foreclosure action against the Property.

10. SUSPENSION OF ACCOUNT OR REDUCTION OF CREDIT LIMIT BY CITIBANK: Citibank may prohibit additional extensions of credit or reduce your Credit Limit during any period in which:

a) You or any of you request a suspension of the Account or reduction of the Credit Limit.

b) The maximum Annual Percentage Rate is reached.

c) The value of the Property declines significantly below the Property's appraised value for purposes of the Account. As an example, if the value of the Property declines such that the initial difference between the Credit Limit and the available equity (based on the Property's appraised value) is reduced by fifty percent, such an event would constitute a significant decline in the value of the Property.

d) Citibank reasonably believes that you will be unable to fulfill the repayment obligations under the Agreement because of a material change in your financial circumstances.

e) You are in default of any material obligation under the Agreement or Mortgage.

f) Citibank is precluded by government action from imposing the Annual Percentage Rate provided for in the Agreement.

g) The priority of Citibank's security interest is adversely affected by government action to the extent that the value of the security interest is less than 120% of the Credit Limit.

h) Citibank is notified by its regulatory agency that continued advances constitute an unsafe and unsound practice.

If any of the above circumstances change during the Draw Period and you want to reopen your Account or increase your Credit Limit to the original Credit Limit, you must make such a request to Citibank in writing and pay any bona fide and reasonable appraisal and credit report fees actually incurred by Citibank to investigate whether the above circumstances continue to exist. If Citibank suspended your Account or reduced your Credit Limit as a result of your request, the request for reinstatement must be signed by all of you.

You agree that you will not attempt to obtain any additional credit extensions once you know that your credit privileges have been terminated or suspended. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations under the Agreement.

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11. **OTHER CHANGES TO THE ACCOUNT:** Citibank may change the Index and Regular Margin used under the Agreement if the original Index is no longer available, the new index has an historical movement substantially similar to that of the original Index, and the new index and margin would have resulted in an Annual Percentage Rate substantially similar to the rate in effect at the time the original Index became unavailable. Citibank may make a specified change to the Account if you specifically agree to the change in writing at that time. Citibank may make changes to the Account that will unequivocally benefit you throughout the remainder of the Account. Citibank may make insignificant changes in the terms of the Account, including but not limited to: changing the address to which payments are sent; minor changes to features such as the billing cycle date, the payment due date and the day of the month on which Index values are measured; changes in rounding practices within the tolerance rules allowed by applicable regulation; and changes to balance computation methods if the change produces an insignificant difference in the Finance Charge you pay.

12. **PROMOTIONAL RATE OFFERS:** At Citibank's discretion, Citibank may offer you a promotional rate (a promotional daily periodic rate and/or promotional margin). The period of time for which the promotional rate applies may be limited. Citibank will allocate your payments and credits to pay off balances at low promotional rates before paying off balances at higher periodic rates. Any promotional rate, the corresponding periodic rate, and the period of time during which it is in effect will be disclosed to you Any promotional rate offer will be subject to the terms of the offer and this Agreement.

13. **OPTIONAL CONVERTED BALANCE FEATURE FOR CERTAIN ACCOUNTS:** The terms described herein are available only to accounts with an assigned credit limit of $25,000.00 or greater and a loan to value ratio (LTV) of 80% or less.

    During the Draw Period and during the first 15 years of the Repayment Period, and provided that Your Account is in good standing and You meet such other conditions as we may establish, you may use the optional fixed rate Converted Balance feature to convert all or a portion of your Account balance to a fixed rate, amortizing repayment schedule. Once converted, the interest rate on any converted amount will be fixed and will no longer vary. The unpaid balances of all outstanding Converted Balances will reduce your available credit limit within the variable rate portion of your Account. As you repay each Converted Balance, your available credit limit will be replenished in like amounts subject to your general availability to obtain Loan Advances under the terms of this Agreement. The minimum amount of each Converted Balance is $10,000.00 and available loan terms range between 12 to 240 months. You may establish a maximum of three (3) Converted Balances at any one time and may not establish more than five (5) Converted Balances during the term of your Account. You will pay a transaction fee (**Finance Charge**) of $100 when establishing a Converted Balance. You may establish a new Converted Balance to pay off all or part of an existing Converted Balance.

    The minimum payment on each Converted Balance will be an amount of principal and interest sufficient to repay the Converted Balance in amortized installments over the term you select provided that you make all payments by the scheduled due date. This minimum payment will not change when the Repayment Period begins. The payment amount is in addition to the minimum monthly payment for the variable rate portion of your Account as provided for in Section 7 above and will be due on the same due date as shown on your monthly statement. If you still owe any part of the Converted Balance or interest thereon as of the final payment date, any remaining unpaid amounts will be due and payable

    The **Annual Percentage Rate** for each Converted Balance is fixed and will be determined by the value of an index. We will take the index in effect on the date the Converted Balance is established by us and add a margin. The index we will use is the Federal Reserve Statistical Release H.15 "Selected Interest Rates" Interest Rate Swaps 14 (3Year). The maximum **ANNUAL PERCENTAGE RATE** that can apply to a Converted Balance is 18%.

14. **TAX IMPLICATIONS:** You should consult a tax advisor regarding the deductibility of interest (Finance Charges) and other charges under the Agreement.

15. **DELAY IN ENFORCEMENT:** Citibank may delay the exercise of Citibank's rights under the Agreement or Mortgage without losing them.

16. **PROPERTY INSURANCE:** You agree to maintain insurance on the Property as provided for in the Mortgage. If Borrower fails to maintain property insurance, Citibank may obtain insurance coverage, at Citibank's option and Borrower's expense. Citibank is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover

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HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE

Citibank, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Citibank under this Section shall be considered Loan Advances and become additional debt of Borrower secured by the Mortgage.

17. **CREDIT INFORMATION:** You understand and agree that Citibank may obtain credit reports for credit applications and for updates, renewals or extensions of the credit granted. Upon request, Citibank will inform you if a report has been obtained and will give you the name and address of the agency that furnished the report. You also agree that Citibank may obtain and use credit reports and other information that Citibank has obtained in a lawful manner consistent with Citibank's privacy policies about you for subsequent solicitations or for any other lawful purpose.

18. **FURTHER ASSURANCES:** You agree that, upon Citibank's request, you will promptly execute, acknowledge, initial and deliver to Citibank any documentation Citibank deems necessary to replace or correct any lost, misplaced, misstated or inaccurate document signed by you at closing.

19. **GOVERNING LAW:** The Agreement will be governed by United States federal law and, to the extent the United States federal law is inapplicable, then by the laws of the Commonwealth of Virginia; except that, with regard to the perfection and enforcement of Citibank's security interest in the Property, the Agreement will be governed by the law of the state where the Property is located.

20. **DUE ON SALE:** The Mortgage or Deed of Trust which covers the Property contains substantially the following provision: Due on Transfer Provision - Transfer of the Property. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in You is sold or transferred and You are not a natural person) without Citibank's prior written consent, Citibank may, at Citibank's option, require immediate payment in full of all sums secured by this Mortgage or Deed of Trust. However, Citibank shall not exercise this option if the exercise is prohibited by applicable law as of the date of this Mortgage or Deed of Trust. If Citibank exercises this option, Citibank shall give You notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which all sums secured by this Mortgage or Deed of Trust must be paid. If these sums are not paid prior to the expiration of this period, Citibank may invoke any remedies permitted by this Mortgage or Deed of Trust without further notice or demand on You.

21. **CHANGE IN NAME, ADDRESS OR EMPLOYMENT:** You agree to notify us in writing of any change in name, address or employment.

22. **NO WAIVER:** Neither you nor Citibank shall be deemed to have waived any of rights, powers or remedies hereunder unless such waiver is embodied in a writing executed by either you or Citibank. The waiver by either you or Citibank of any breach or default by the other party to the Agreement in the performance of any obligation hereunder shall not constitute a waiver of any subsequent breach or default.

23. **NOTICES:** All notices provided for in the Agreement shall be in writing and shall be deemed given (a) when delivered on a Business Day if delivered personally, (b) on the day after deposit with any overnight courier if such date is a Business Day, (c) three days after deposit in the United States mail, if delivered by certified mail, return receipt requested, postage prepaid and addressed to you at the address set forth on the first page of the Agreement or addressed to Citibank at the customer service address shown on your monthly statement.

24. **INVALIDITY CLAUSE:** If any provision of the Agreement shall be otherwise unlawful, void, or for any reason unenforceable, then that provision shall be enforced to the maximum extent permissible so as to effect the intent of you and Citibank. In either case, the remainder of the Agreement shall continue in full force and effect.

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HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE

YOUR BILLING RIGHTS (KEEP THIS NOTICE FOR FUTURE USE)

This notice contains important information about your rights and Citibank's responsibilities under the Fair Credit Billing Act.

Notify Citibank in case of errors or questions about your bill.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write to Citibank on a separate sheet at the address listed on your bill. Write to Citibank as soon as possible. Citibank must hear from you no later than 60 days after Citibank sent you the first bill on which the error or problem appeared. You can telephone Citibank, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized Citibank to pay your Home Equity Line of Credit bill automatically from your checking or other authorized account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach Citibank three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND CITIBANK'S RESPONSIBILITIES AFTER CITIBANK RECEIVES YOUR WRITTEN NOTICE

Citibank must acknowledge your letter within 30 days, unless Citibank has corrected the error by then. Within 90 days, Citibank must either correct the error or explain why Citibank believes the bill was correct.

After Citibank receives your letter, Citibank cannot try to collect any amount you question, or report you as delinquent. Citibank can continue to bill you for the amount you question, including Finance Charges, and Citibank can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while Citibank is investigating, but you are still obligated to pay the parts of your bill that are not in question.

If Citibank finds that Citibank made a mistake on your bill, you will not have to pay any Finance Charges related to any questioned amount. If Citibank did not make a mistake, you may have to pay Finance Charges, and you will have to make up any missed payments on the questioned amount. In either case, Citibank will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that Citibank thinks you owe, Citibank may report you as delinquent. However, if Citibank's explanation does not satisfy you and you write to Citibank within ten days telling Citibank that you still refuse to pay, Citibank must tell anyone Citibank reports you to that you have a question about your bill. And, Citibank must tell you the name of anyone Citibank reported you to. Citibank must tell anyone Citibank reports you to that the matter has been settled between you and Citibank when it finally is.

If Citibank does not follow these rules, Citibank cannot collect the first $50 of the questioned amount, even if your bill was correct.

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HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE

AUTHORIZATION TO CHARGE ACCOUNT – AUTO-DEDUCT SERVICE

By signing below, you authorize Citibank to charge your account described below to pay the minimum amounts due Citibank under the above Home Equity Line of Credit Agreement and Disclosure.

Financial Institution Name: ______________________________

Address: ______________________________

ABA Number: ______________________________

Account type: [ ] Checking [ ] Money Market [ ] Savings

Account Number: ______________________________

______________________________ ______________________________
Authorized Signature Date Authorized Signature Date

As an option and not a condition to the Agreement, Citibank has offered you the convenience of making payments using pre-authorized payments from a checking or savings account as described.

Your payment will be made automatically on your current due date from your account described above. If your due date falls on a weekend or holiday, your payment will be deducted on the last business day before your due date. If there are insufficient funds in your account, Citibank may debit your account for the payment when sufficient funds are available. Your payment will be made automatically at the minimum due amount, as indicated on your billing statement Even after you enroll for the auto-deduct service, you should continue to make payments due under your statement until the auto-deduct service is in place for your Account.

Citibank reserves the right to cancel the auto-deduct service for your Account if there are insufficient funds in your Account for any three consecutive scheduled debits or if any payment is 60 days in arrears. Citibank also reserves the right to change the terms and conditions of this Auto Deduct Agreement after 21 days prior notice to you.

YOU MAY ATTACH A COPY OF A VOIDED CHECK OR PREPRINTED DEPOSIT OR WITHDRAWAL SLIP FROM THE ACCOUNT DESCRIBED ABOVE IN WHICH FUNDS ARE TO BE DEBITED FROM.